

Subject: RE: South Park Walkability Project Contract
From: Josh Kreger <josh@southpark.la>
Date: 01/19/2016 01:48 PM
To: Robert Buente <bbuente@1010dev.org>
CC: Jessica Lall <jessica@southpark.la>

Yes, I agree.

Josh Kreger

Director of Real Estate & Planning

South Park Business Improvement District

Please note change of address:

1100 S. Flower St., Suite #3400, Los Angeles, CA 90015

josh@southpark.la <<mailto:josh@southpark.la>> | o. 213 663 1123 | c. 213 344 6749

www.southpark.la <<http://www.southpark.la/>> | fb.com/southparklosangeles | @southparkla

24/7 DISPATCH: 866-560-9346

view commercial vacancies at: www.southpark.la/vacancies <<http://www.southpark.la/vacancies>>

From: Robert Buente [<mailto:bbuente@1010dev.org>]
Sent: Tuesday, January 19, 2016 12:37 PM
To: Josh Kreger <josh@southpark.la>
Cc: Jessica Lall <jessica@southpark.la>
Subject: RE: South Park Walkability Project Contract

Josh:

Do you agree with my interpretation of the following:

10.1.2 Within fifteen (15) Days after receipt of each monthly application for payment, the South Park Stakeholders Group shall give written notice to the Design-Builder of the South Park Stakeholders Group's acceptance or rejection, in whole or in part, of such application for payment. Within fifteen (15) Days after accepting such application, the South Park Stakeholders Group shall pay directly to the Design-Builder the appropriate amount for which application for payment is made, less amounts previously paid by the South Park Stakeholders Group.

Therefore:

1. SPBID has 15 days after receipt of the invoice to either accept the invoice or reject all or part of the invoice, and
2. 15 days after our written notice of acceptance we pay the entire invoice, or in the case of a partial rejection, the BID pays those amounts in the invoice we do not reject?

So it looks like we have 30 days to pay the invoice. Agree?

Thanks

Bob

Robert Buente

President/CEO

1010 Development Corporation

1001 South Hope Street

First Floor

Los Angeles, CA 90015

bbuente@1010dev.org <<mailto:bbuente@1010dev.org>>

213-749-0214 x202 (o)

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-----Original Message-----

From: Josh Kreger [<mailto:josh@southpark.la>]

Sent: Tuesday, January 19, 2016 12:00 PM

To: Robert Buente

RE: South Park Walkability Project Contract

Cc: Jessica Lall
Subject: FW: South Park Walkability Project Contract

Hi Bob,

Attached are the latest versions of the South Park Walkability Contract (redline and clean).

Josh Kreger
Director of Real Estate & Planning

South Park Business Improvement District Please note change of address:

1100 S. Flower St., Suite #3400, Los Angeles, CA 90015 josh@southpark.la
<<mailto:josh@southpark.la>> | o. 213 663 1123 | c. 213 344 6749 www.southpark.la
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-----Original Message-----

From: Kwartnik, Jr., James M. [<mailto:kwartnij@pepperlaw.com>
<<mailto:kwartnij@pepperlaw.com>>]

Sent: Tuesday, January 12, 2016 4:40 PM

To: Josh Kreger <josh@southpark.la <<mailto:josh@southpark.la>> >; Jessica Lall
<jessica@southpark.la <<mailto:jessica@southpark.la>> >; Sonnet Hui
(sonnethui@hazensgroup.com <<mailto:sonnethui@hazensgroup.com>>) <sonnethui@hazensgroup.com
<<mailto:sonnethui@hazensgroup.com>> >

Cc: Gropman, Ted R. <gropmant@pepperlaw.com <<mailto:gropmant@pepperlaw.com>> >

Subject: South Park Walkability Project Contract

All:

Following up on our call, I attach clean and redlined versions of the current draft of the South Park Walkability Project contract. I incorporated all of the edits we discussed yesterday. The redline shows all of the edits made to the form provided by Griffith. Due to a quirk in the Consensus Docs platform, I had to create a new Word document in order to delete the embedded comments and to prepare a clean document. I point that out only so you are aware if Griffith asks why the formatting is slightly different.

If you do not have any additional comments or questions, this draft is ready to be sent to Griffith.

Thanks,

Jim

James M. Kwartnik, Jr.

Associate

Pepper Hamilton LLP

3000 Two Logan Square | Eighteenth and Arch Streets Philadelphia, Pennsylvania 19103-2799

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— Attachments: —

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